

CONFIDENTIAL

ACSI LOCAL INTERCONNECTION REQUESTS

Third location Louisville Ky

Requested Due Date 11-26-96

Trunking Requirements:

240 IntraLATA Originating (local and toll)

192 InterLATA Access (2 way)

2 IntraLATA Choke

7 Operator Services - Originating

7 Directory Assistance - Originating

4 E911/911

4 Intercept - Originating

2 Busy Verification - Terminating

Collocation Arrangement in multiple Cos in Louisville
NPA/NXX 502 719 reserved for CLLI LSVLKY27H03

For all of the sites, here are some trunking parameters

Direct Route Trunk Group type

Trunk hunting highest to lowest

10 digit outpulsing

Bearer Capability 1KHX, 56KD, 64KB

02473-2

EXHIBIT 9

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 10

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 11

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 12

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 13

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 14

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 15

EXHIBIT REMOVED DUE TO CLAIM
OF CONFIDENTIALITY

EXHIBIT 16

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND)
COMPLAINT OF AMERICAN)
COMMUNICATION SERVICES OF)
COLUMBUS, INC. AGAINST BELL SOUTH)
TELECOMMUNICATIONS, INC.)
REGARDING ACCESS TO UNBUNDLED)
LOOPS.)

DOCKET NO. 7212-U

DIRECT TESTIMONY

OF

NANCY L. MURRAH

ON BEHALF OF

AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.

APRIL 9, 1997

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DIRECT TESTIMONY OF NANCY L. MURRAH

1 **Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A. My name is Nancy L. Murrah and my position is Director - Provisioning Systems of
3 American Communications Services, Inc. ("ACSI"). My business address is 131
4 National Business Parkway, Suite 100, Annapolis Junction, Maryland 20701.

5 **Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

6 A. I joined ACSI in 1996 and serve as Director - Provisioning Systems. Prior to joining
7 ACSI, I had fifteen years of experience in the telecommunications industry working for
8 Bell Atlantic and MCI. From 1995 to 1996, I served as Level I Manager for Bell
9 Atlantic Network Services. From 1981 to 1995, I held a variety of engineering and
10 management positions of increased responsibility with MCI. I received my Bachelor of
11 Business Management/Administration from the University of Maryland.

12 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

13 A. No.

14 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE OTHER STATE PUBLIC
15 UTILITY COMMISSIONS?**

16 A. No.

1 Q. PLEASE BRIEFLY DESCRIBE THE OPERATIONS OF ACSI AND ITS
2 OPERATING SUBSIDIARIES.

3 A. ACSI is a provider of integrated local voice and data communications services to
4 commercial customers primarily in mid-size metropolitan markets in the south and
5 southwestern United States. The Company is a rapidly growing CLEC, supplying
6 businesses with advanced telecommunications services through its digital SONET-based
7 fiber optic local networks.

8 ACSI is a Delaware corporation that is traded publicly on the NASDAQ market
9 under the symbol "ACNS". ACSI, through its operating subsidiaries, including
10 American Communication Services of Columbus, Inc., already has constructed and is
11 successfully operating networks and offering dedicated services in many states. At
12 present, ACSI has 24 operational networks, including one in Columbus, Georgia, and
13 an additional 12 networks under construction, including one in Savannah, Georgia.

14 Q. PLEASE DESCRIBE ACSI'S OPERATIONS IN GEORGIA.

15 A. ACSI has constructed a digital SONET-based fiber optic network connecting the major
16 commercial areas of Columbus, Georgia. ACSI received its authority to provide local
17 telecommunications services in Georgia on June 21, 1996 in Docket No. 6496-U.

18 Q. WHAT SERVICES DOES ACSI PROVIDE IN GEORGIA?

19 A. ACSI currently provides, or is actively implementing plans to provide, a wide range of
20 local telecommunications and data services, including dedicated and private line, high-
21 speed data service solutions, including IP switching and managed services, local
22 switched voice services on a facilities-based and resale basis, and Internet services.

23 Q. HAS ACSI ENTERED INTO AN INTERCONNECTION AGREEMENT WITH
24 BELL SOUTH TELECOMMUNICATIONS, INC. IN GEORGIA?

25 A. Yes. ACSI and BellSouth Telecommunications, Inc. ("BellSouth") finalized an
26 interconnection agreement which provides for mutual traffic exchange and access to

1 unbundled network elements, including unbundled loops, on July 25, 1996. This
2 agreement was amended on October 17, 1996 to resolve the pricing issues that were the
3 subject of arbitration in Docket No. 6854-U. The Georgia Public Service Commission
4 ("Commission") approved the ACSI/BellSouth Interconnection Agreement ("ACSI
5 Interconnection Agreement") on November 8, 1997. A copy of relevant provisions of
6 the ACSI Interconnection Agreement is attached to my testimony marked Exhibit No.
7 ____ (ACSI-1).

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. The purpose of my testimony is to describe the factual basis for ACSI's complaint
10 against BellSouth in these proceedings, focusing primarily on problems with the
11 cutover of BellSouth unbundled loops to ACSI.

12 **Q. PLEASE GENERALLY DESCRIBE THE BASIS FOR ACSI'S COMPLAINT**
13 **AGAINST BELL SOUTH.**

14 A. ACSI's efforts to make competitive alternatives available to Georgia consumers have
15 been undermined by significant problems with the provisioning of unbundled loops
16 which have disrupted ACSI's service to its customers. In order to protect ACSI's
17 investment in its Columbus network and preclude irreparable harm to its reputation in
18 the Columbus market, ACSI has filed formal complaints against BellSouth before the
19 Georgia Public Service Commission and before the Federal Communications
20 Commission. Both complaints are based on BellSouth's continuing failure to provision
21 unbundled loops to ACSI on a timely basis pursuant to the terms of the ACSI
22 Interconnection Agreement. BellSouth's provisioning of unbundled loops to ACSI has
23 two fundamental flaws: (1) the loop cutover process has caused ACSI customers serious
24 disruption, including disconnection, by failing to conform to the provisioning
25 timeframes of the Interconnection Agreement; and (2) once BellSouth cuts over
26 unbundled loops, its loops are subject to sudden, unexpected disconnections, usually

1 during business hours. I will address the issue of disruption and disconnection during
2 the loop cutover process. ACSI witness C. William Stipe will discuss the issue of
3 disconnection once unbundled loops are cut over.

4 ACSI has experienced difficulty in obtaining unbundled loops, provisioned on a
5 timely basis. Our customers have experienced severe service disruptions as a result of
6 BellSouth's inability to cut over unbundled loops. This potentially could damage
7 ACSI's reputation as a provider of high quality telecommunications services as well as
8 its ability to market to new customers in Columbus, Georgia. Contrary to claims made
9 by BellSouth, ACSI's concerns have not yet been resolved, although ACSI is currently
10 providing the highest quality service to its customers.

11 **Q. WHEN DID ACSI BEGIN PROVIDING SWITCHED LOCAL EXCHANGE**
12 **SERVICE IN COLUMBUS?**

13 **A.** ACSI filed its Regulations and Schedule of Intrastate Charges Applying to End-User
14 Communications Services with the Commission on September 23, 1996. These
15 regulations became effective thirty days later on October 23, 1996. ACSI began
16 providing switched local exchange service shortly after that date using its own facilities.

17 **Q. PLEASE DESCRIBE ACSI'S INITIAL ORDERS FOR UNBUNDLED LOOPS**
18 **FROM BELL SOUTH.**

19 **A.** On or before November 19, 1996, ACSI placed its first three orders for unbundled loops
20 in Columbus, Georgia, requesting cutover of the customers to ACSI service on November
21 27, 1996. Each of the three orders included an order for Service Provider Number
22 Portability ("SPNP"). The orders for all three customers involved Plain Old Telephone
23 Service ("POTS") lines -- the simplest possible cutover. Pursuant to the process
24 established in the Interconnection Agreement, ACSI submitted its first orders for
25 unbundled loops through completion and submission of the Service Order form specified

1 in the Facilities Based Carrier Operating Guide ("FBOG"). These orders were confirmed
2 by BellSouth on November 25 and 26, 1996.

3 **Q. PLEASE DESCRIBE THE PROBLEMS THAT ACSI EXPERIENCED IN**
4 **BELLSOUTH'S PROVISIONING OF UNBUNDLED LOOPS.**

5 A. In cutting over these three customers on November 27, 1996, BellSouth completely failed
6 to comply with the cutover procedures established in Section IV.D of the Interconnection
7 Agreement. Two of these customers, Jefferson Pilot and Mutual Life, were initially
8 disconnected entirely. Customers calling the number received an intercept message.
9 Under the Interconnection Agreement, this disconnection should have been coordinated
10 with the cutover to the ACSI unbundled loop and the disconnect should have lasted less
11 than 5 minutes. The total cutover lasted 4-5 hours, or approximately 50 to 60 times
12 longer than required under the Interconnection Agreement.

13 Once the disconnection problem was resolved and the intercept message was
14 removed for these two customers, incoming calls received no answer because the Service
15 Provider Number Portability ("SPNP") provisions of the Interconnection Agreement were
16 also not adhered to properly. Section IV.D.8. of the ACSI Interconnection Agreement
17 requires BellSouth to "coordinate implementation of SPNP with the loop installation"
18 when ACSI orders SPNP as part of a loop order. This coordination did not take place,
19 exacerbating the disconnect problems and adding further delay. In general, the cutover
20 was not *coordinated* between ACSI and BellSouth as carefully delineated in the
21 Interconnection Agreement because BellSouth *unilaterally* administered the cutover
22 without contacting ACSI. As to the third customer, Corporate Center, its service was
23 completely disconnected for the entire day of Wednesday, November 27, 1996.

24 **Q. HOW DID ACSI REACT?**

25 A. As a result of this problem, ACSI informed BellSouth on Wednesday, December 4,
26 1996, just a week after its first unbundled loop order was filed, to immediately place all

1 orders on hold until these serious processing and cutover problems could be resolved.
2 ACSI decided that it could not afford further damage to its customers' service
3 availability, nor to ACSI's reputation, as a result of further service outages and
4 attenuated cutovers.

5 If not for BellSouth's provisioning problems, these orders would have been
6 processed on a timely basis. For example, on December 23, 1996, ACSI received
7 customer orders for 113 access lines. Assuming a five day turn around, these 113
8 access lines should have been cut over by December 28, 1996. In fact, BellSouth had
9 cut over far fewer lines by that date. Despite ACSI's request to put further orders on
10 hold, three additional customers, Joseph Wiley, Jr., Esq., Cullen & Associates, and
11 Carrie G. Chandler, were nonetheless disconnected by BellSouth, resulting in severe
12 service impacts for these customers.

13 Each day of delay in having unbundled loops installed jeopardizes our ability to
14 retain the customers we have, not to mention our ability to attract new customers.
15 Moreover, BellSouth's failure to process our orders allowed BellSouth to retain
16 customers that have signed up for ACSI service.

17 **Q. WHAT EFFORTS HAS ACSI MADE TO RESOLVE THESE ISSUES WITH**
18 **BELLSOUTH?**

19 **A.** In the process of responding to ACSI's inquiries on unbundled loops, BellSouth has
20 revealed severe shortcomings in its loop provisioning procedures. During a conference
21 call on December 4, 1997, a BellSouth Executive Vice President, Ann Andrews, informed
22 ACSI that BellSouth will not provide basic provisioning functions (such as order status,
23 jeopardies against the due date, etc.) that are routinely provided to special access
24 customers. Ms. Andrews stated that these functions would not be performed because they
25 are not performed for BellSouth end users. These statements are in direct contravention of
26 Section IV.C.2 of the Interconnection Agreement which ensures similar order processing

1 to that currently used for special access services. BellSouth's entire approach to
2 unbundling indicates that the company has failed to commit the resources to establish the
3 unbundled loop processes agreed to on July 25, 1996 with ACSI. Furthermore, it
4 indicates that the personnel implementing the Interconnection Agreement at the time either
5 did not understand or did not intend to comply with that agreement.

6 Until December 12, 1996, BellSouth also had refused, despite repeated requests,
7 to provide provisioning intervals for: a) the time between the placement of an order by
8 ACSI and firm order confirmation by BellSouth and b) the time between the placement of
9 an order by ACSI and cutover of the customer to ACSI. On December 12, 1996,
10 BellSouth committed to: a) 48 hours between the placement of an order and firm order
11 confirmation and b) 5 days from the placement of an order by ACSI to cutover. Of
12 course, these timeframes have not been put into practice in ongoing tests, and ACSI still
13 cannot begin cutting over customers until tests have ensured that ACSI customers will not
14 be disconnected.

15 ACSI has worked diligently to advise BellSouth of the difficulties it encountered in
16 obtaining unbundled loops. On December 11, 1996, Riley Murphy, General Counsel for
17 ACSI, sent a letter to Richard Teel, Vice President, Regulatory for BellSouth, describing
18 the situation. A copy of Ms. Murphy's letter is attached hereto marked Exhibit No. ____
19 (ACSI-2). On December 17, 1996, Mr. Teel responded to Ms. Murphy's letter, assuring
20 her that BellSouth was working to resolve operational issues. A copy of Mr. Teel's letter
21 is attached hereto marked Exhibit No. ____ (ACSI-3). However, as demonstrated in the
22 letter dated December 18, 1996 from James Falvey, Vice President - Regulatory Affairs
23 for ACSI, to Jerry Hendrix of BellSouth, virtually all of these issues remain unresolved. A
24 copy of Mr. Falvey's letter is attached hereto marked Exhibit No. ____ (ACSI-4).
25 BellSouth responded to Mr. Falvey's letter, with a summary of time frames, on December

1 19, 1996. A copy of Mr. Hendrix's letter is attached hereto marked Exhibit No.

2 ____ (ACSI-5).

3 **Q. DOES THE ACSI INTERCONNECTION AGREEMENT INCLUDE**
4 **REQUIREMENTS FOR THE PROVISIONING OF UNBUNDLED LOOPS?**

5 **A.** Yes. The ACSI Interconnection Agreement provides, among other things, that
6 BellSouth will: (1) provide mechanized order processing procedures substantially
7 similar to current procedures for the ordering of special access services (Section
8 IV.C.2); (2) install unbundled network elements in a timeframe equivalent to that in
9 which BellSouth provides local exchange services to its own end-user customers
10 (Section IV.D.1); (3) establish a seamless customer cutover process in which ACSI and
11 BellSouth will agree to a cutover time 48 hours in advance, the conversion will occur
12 within a designated 30 minute window, and service to the customer will be interrupted
13 for no longer than 5 minutes (Section IV.D.2, D.3, D.6); and (4) coordinate
14 implementation of Service Provider Number Portability ("SPNP") to coincide with loop
15 installation (Section IV.D.8.).

16 **Q. DOES BELL SOUTH RECOGNIZE THAT IT HAS COMMITTED TO PROVIDE**
17 **UNBUNDLED ELEMENTS TO ACSI IN THE SAME INTERVALS THAT IT**
18 **CURRENTLY PROVIDES LOCAL EXCHANGE SERVICE TO ITS END-**
19 **USERS?**

20 **A.** No. BellSouth in fact does not seem to understand that it must provide unbundled
21 elements to ACSI in the same time frame that it provides local exchange service to its
22 end-users.¹ It is imperative that ACSI receive unbundled elements in the same time
23 frame that BellSouth provides local service to its end-users. This principle of parity is
24 critical, not only because it is embodied in ACSI's Interconnection Agreement (Section
25 IV.D.1), but also because it is necessary if local exchange competition is to succeed in

¹ See e.g., Docket No. 6863-U, Varner Direct Testimony, Exhibit 1.